

RESOLUTION NO. 83-102

RESOLUTION APPROVING AGREEMENT BETWEEN THE CITY OF  
LODI AND THE LODI GRAPE FESTIVAL AND NATIONAL WINE  
SHOW FOR THE FESTIVAL'S USE OF THE STADIUM

RESOLVED, that the City Council of the City of Lodi does hereby approve an Agreement between the City of Lodi and the Lodi Grape Festival and National Wine Show for the Festival's use of the Stadium, a copy of which Agreement is attached hereto, marked Exhibit A, and thereby made a part hereof.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are hereby authorized to execute the subject Agreement on behalf of the City.

Dated: September 7, 1983

I hereby certify that Resolution No. 83-102 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 7, 1983 by the following vote:

Ayes: Council Members - Reid, Snider, Murphy,  
Pinkerton & Olson (Mayor)

Noes: Council Members - None

Absent: Council Members - None

  
Alice M. Reimche  
City Clerk

CITY COUNCIL

EV. LYN M. OLSON, Mayor  
JOHN R. (Randy) SNIDER  
Mayor Pro Tempore  
ROBERT C. MURPHY  
JAMES W. PINKERTON, Jr.  
FRED M. REID

CITY OF LODI

CITY HALL, 221 WEST PINE STREET  
POST OFFICE BOX 320  
LODI, CALIFORNIA 95241  
(209) 334-5634

HENRY A. CLAVES, Jr.  
City Manager  
ALICE M. REIMCHE  
City Clerk  
RONALD M. STEIN  
City Attorney

August 8, 1983

Lodi Grape Festival and National Wine Show, Inc.  
413 East Lockeford Street  
Lodi, California 95240

Gentlemen:

THIS LETTER AGREEMENT, is made and entered into by and between the Lodi Grape Festival and National Wine Show, Inc. of Lodi, California (hereinafter referred to as GRAPE FESTIVAL) and the City of Lodi, a municipal corporation (hereinafter referred to as CITY).

Whereas the Lodi City Council at its regular meeting held June 15, 1983 approved an Agreement between GRAPE FESTIVAL and CITY for use of the Lodi Stadium property, GRAPE FESTIVAL is desirous of, and CITY agrees, that CITY do certain improvements to the stadium parking area, a description of which property is attached hereto as Exhibit "A" and incorporated herein by reference.

Specifically, GRAPE FESTIVAL is desirous of CITY adding to said property, fencing, drainage, lighting, grading, and paving of said parking area.

In consideration of CITY constructing said improvements, GRAPE FESTIVAL shall contribute Twenty Thousand Dollars (\$20,000) towards costs of said improvements. Said Twenty Thousand Dollars shall be payable upon the completion of the above-mentioned fencing, drainage, lighting, grading and paving improvements. In this regard, GRAPE FESTIVAL shall open and deposit Twenty Thousand Dollars into a joint savings certificate with CITY, in a bonafide savings institution, and said savings certificate shall be held by CITY until the completion of said improvements, whereupon Twenty Thousand Dollars from said savings certificate shall be payable to CITY toward the costs of said improvements, and the balance of said account shall be retained by GRAPE FESTIVAL.

It is understood that said improvements shall be completed by CITY on or before April 15, 1984. However, in the event inclement weather or other unknown factors beyond the control of CITY delay the completion of said improvements beyond the April 15, 1984 proposed completion date, then this Agreement shall remain in full force and effect and shall not be considered void because of such delay.

IN WITNESS WHEREOF, the parties hereto have hereby set their hands this 7th day of October, 1983.

CITY OF LODI, a municipal  
corporation

By *Evelyn O'Sara*  
MAYOR

ATTEST:

*Mae M. Bencke*  
CITY CLERK

LODI GRAPE FESTIVAL AND  
NATIONAL WINE SHOW, Inc.

By *Ronald York*  
PRESIDENT

By *Barbara Stasow*  
GENERAL MANAGER

EXHIBIT "A"

24' DOUBLE HUNG GATE

LAWRENCE SCHOOL

EXIST FENCE CHAIN LINK

360'

232'

135'

EXIST BOARD FENCE

410'

EXIST CHAIN LINK

STADIUM

STOCKTON ST

NORTH

STOCKTON ST

LEASE

THIS LEASE, entered into this 7th day of October 1983, by and between CITY OF LODI, a municipal corporation of the County of San Joaquin, State of California, Lessor, and LODI GRAPE FESTIVAL AND NATIONAL WINE SHOW, a corporation duly organized and existing under and by virtue of the laws of the State of California and having its principal place of business in the County of San Joaquin, State of California, Lessee.

WITNESSETH:

That for and in consideration of the rent to be paid and the covenants to be faithfully kept by Lessee as hereinafter reserved and contained, Lessor does hereby lease to Lessee the Lodi Stadium property, as shown on Exhibit "A", attached hereto and incorporated herein by reference, situated in Pioneer Park in said City of Lodi, together with all bleachers, dressing rooms, and structures used in connection therewith and any and all equipment used in connection therewith.

That certain contract dated January 7, 1948, by and between the parties hereto and concerning said property is hereby terminated.

The period for which said stadium, structures and equipment are so leased, are for such one of the weeks of the month of September of each year, as Lessee may select. The term of this lease shall be for a period of ten (10) years, with option for ten (10) additional

years, commencing September of the year 1983 and ending with September of the year 1992. This lease may be extended for ten (10) years, provided that the Lessee notifies the Lessor of his intention to exercise this option and pays the rental on or before January 15 of each year.

It is understood and agreed that the term "week" as herein used shall mean Monday through Sunday of any week of September as Lessee may select for the said term or period, commencing with September of the year 1983 and ending with September of the year 1992.

It is understood and agreed that on or before July 1st of each of said years during the life of this contract, Lessee shall notify the City Clerk of said City of Lodi in writing of, and in such notice shall state, which of said weeks of the then ensuing year the Lessee desires for the use by Lessee of said stadium.

It is further understood and agreed that for any performances Lessee desires to conduct, Lessee shall pay to Lessor for the use of said stadium, equipment and personal property in connection therewith, the current rate for all electricity actually used each year during such respective use and/or in preparation therefor.

It is understood and agreed that any energy charges as may become due to Lessor hereunder shall be paid to Lessor by Lessee on or before the end of the current year in which incurred.

It is further understood and agreed that within three (3) days after such performances as Lessee may conduct during said term, Lessee shall clean up the said Stadium by removing therefrom all debris which Lessee may have caused to be in or upon the said Stadium Property because of such performance.

It is by mutual agreement that the Lodi Grape Festival Association during its regular yearly Festival Show held in September may have exclusive use of the aforescribed property for parking and other uses as may be consistent with its program and retain all revenues derived from said use.

At other times, for special events, Lessee may be granted permission for use of Section 2 of Exhibit "A", after Lessee has requested use of the area through the Recreation and Parks Department. Lessee shall retain 75% of all revenues derived from any use of Section 2 of Exhibit "A" granted by this lease, on the first six uses per year, and 50% on all other uses, not including the use by Lessee of the property during the Grape Festival, wherein Lessee shall retain all revenue from Section 2, Exhibit "A". The remaining revenue from Section 2 of Exhibit "A" shall be retained by Lessor.

Lessee agrees that it will not commit nor suffer to be committed any waste or damage to or upon said Stadium, structures or equipment during such time or times as it may use said Stadium, structures and equipment during the life of this lease, reasonable use and wear and damage by the elements excepted.

Lessee covenants and agrees to indemnify and save Lessor free and harmless from any and all liability of any kind or character for damage or injury to persons or property that may or might occur within the area covered by the within lease, and for this purpose, Lessee shall furnish to Lessor a certificate of insurance certifying that the City of Lodi is named as an additional insured on a public liability policy with limits of \$500,000.00/\$1,000,000.00.

It is understood and agreed that Lessee shall not assign this lease or sublet all or any part of said leased premises or equipment without the written consent of the Lessor first had and obtained, and neither this lease, nor any interest therein shall be assigned or assignable, either by operation of law or otherwise.

It is further understood and agreed that if Lessee should fail to pay any of the rentals herein reserved or any part thereof, or any of said electrical energy charges as the same shall fall due hereunder, Lessor may at its option, terminate this lease and all the rights of Lessee after giving to Lessee at least thirty (30) days written notice of such termination.

This lease and all the terms and conditions hereof, shall inure to and bind the successors and assigns of Lessee subject to all the terms and conditions hereof, Lessee, however, not to have the right to assign this lease without the written consent of Lessor first had and obtained.



It is understood and agreed that Festival shall provide and have control of all concessions, such as but not limited to sale of beer, soft drinks, candies, peanuts, hot dogs, seat cushions, parking, broadcasting and concessions of like kind, shall, during all performances which may be held hereunder by the Lessee, be under the exclusive control and supervision of Lessee and Lessee shall be entitled to retain all revenue made therefrom. Lessee may in Lessee's discretion contract with third parties to provide such concessions.

The rental fee shall be \$1.00 per year, plus Lessee shall pay for the electricity, clean up, garbage removal and a payment to the City of \$0.35 (Thirty-Five Cents) per each paid gate admission that enters the Stadium, if an admission fee is charged. It should be noted that if utilities beyond the standard service available are required, the additional cost is to be borne by the Lessee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and entered into this lease in duplicate the day and year herein first above written.

CITY OF LODI, a municipal corporation

By Evelyn O'Sullivan  
MAYOR

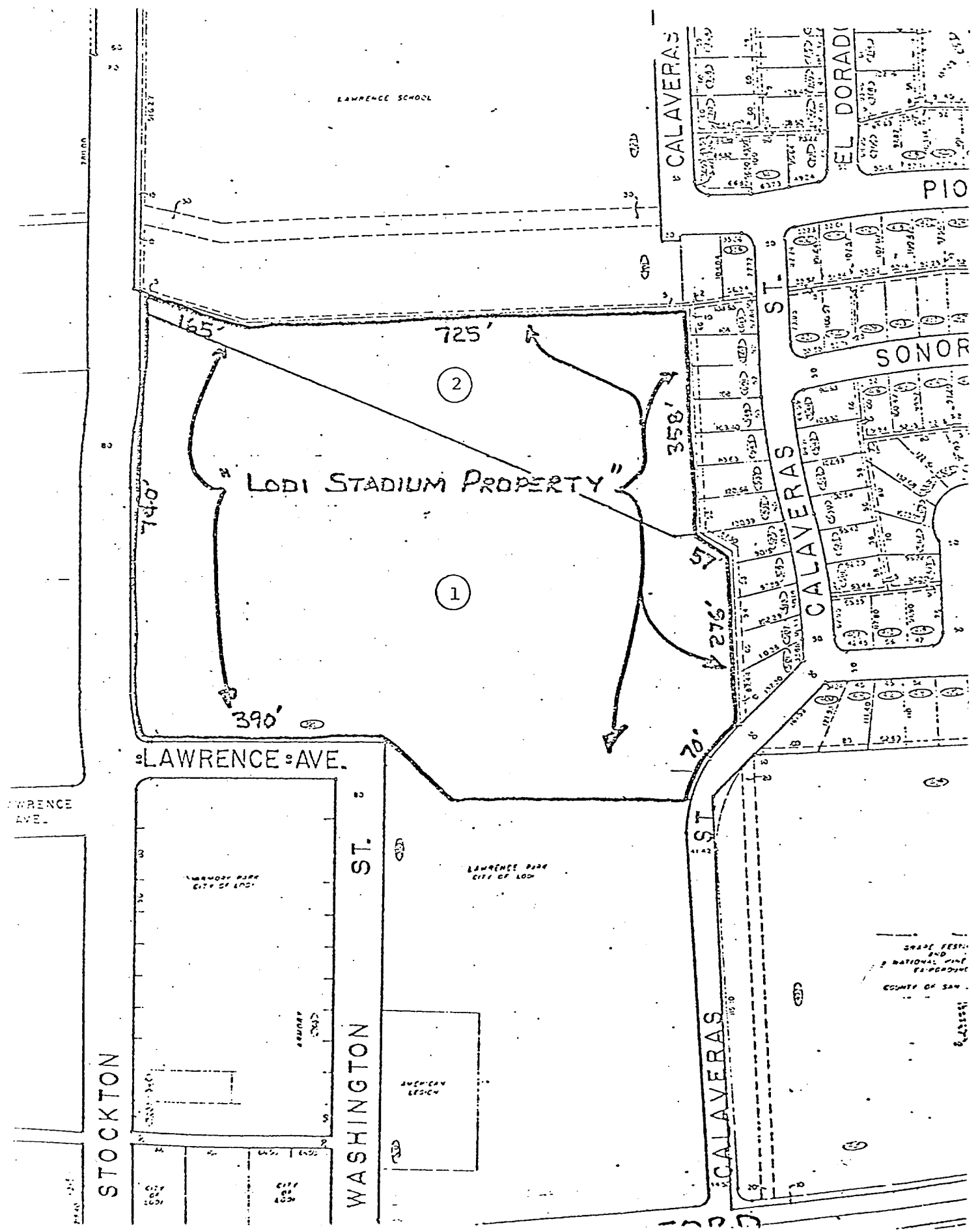
ATTEST:

Alice M. Blanche  
CITY CLERK

LODI GRAPE FESTIVAL AND  
NATIONAL WINE SHOW, INC.

By Donald Fork  
PRESIDENT

By James Stewart  
GENERAL MANAGER



STOCKTON

WASHINGTON ST.

CALAVERAS

EL DORADO

PIO

SONORA

ST

CALAVERAS

LAWRENCE SCHOOL

LAWRENCE AVE.

LAWRENCE AVE.

LAWRENCE PARK CITY OF LOS ANGELES

AMERICAN LUNCH

GRADE FESTIVAL AND NATIONAL FINE EXHIBITION COUNTY OF SAN JOSE